

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DEVELOPERS SURETY AND INDEMNITY
COMPANY, an Iowa corporation,

Plaintiff,

vs.

ALIS HOMES, LLC, a Washington state
limited liability company; and HOLESHOT
PROPERTIES, LLC, a Washington state
limited liability company, as assignee of
PACWEST INVESTMENT GROUP, INC., a
Nevada corporation,

Defendant.

Case No. _____

COMPLAINT FOR DECLARATORY
RELIEF

JURY DEMAND

For its Complaint against defendants Alis Homes, LLC (“Alis”) and Holeshot Properties, LLC, (“Holeshot”), as assignee of PacWest Investment Group, Inc. (“PacWest”), plaintiff Developers Surety and Indemnity Company (“Developers”) alleges as follows:

Parties

1. Developers is an insurance company organized under the laws of the State of California and is authorized to do business in the State of Washington. Developers’ principal place of business is in the State of California.

2. Alis is a limited liability company organized under the laws of the State of Washington and is licensed to do business as a general contractor in the State of Washington. Based on information and belief, the members of Alis are domiciled in the State of Washington.

1 interest to PacWest, it engaged Alis to perform construction services as a general contractor at the
 2 real property located at 4625 53rd Ave S., Auburn, King County, Washington (“Real Property”),
 3 formerly owned by PacWest and currently owned by Holeshot. The estimate for Alis to complete its
 4 work was \$43,436.53. Holeshot alleges that Alis breached the parties' agreement by failing to
 5 perform its work in a workmanlike manner or failing to perform it at all, failing to purchase the
 6 required materials, failing to use licensed, registered, and bonded subcontractors and, ultimately,
 7 abandoning its work. Holeshot further alleges that it had to engage subcontractors to remedy and
 8 complete Alis's work and that it has incurred damages of not less than \$50,000.00, with the total sum
 9 of damages to be established at trial. Holeshot asserts claims against Alis for breach of
 10 contract/quantum meruit, violation of the Washington Consumer Protection Act, for which Holeshot
 11 seeks treble damages, conversion/constructive trust, unjust enrichment and promissory estoppel.

11 11. Alis tendered the Underlying Lawsuit to Developers for defense and indemnity.
 12 Claims Resource Management, Inc., on behalf of Developers, acknowledged receipt of the
 13 tender, investigated the tender under a full and complete reservation of rights, and has retained
 14 counsel to defend Alis in the Underlying Lawsuit. Developers seeks a declaration as to its duty
 15 to defend and indemnify under the Policy.

16 CLAIM FOR RELIEF

17 (Declaratory Relief under 28 U.S.C. ¶ § 2201)

18 12. Developers incorporates by reference herein the allegations set forth in paragraphs
 19 1 through 11 above.

20 13. A present and actual controversy exists regarding the respective rights of
 21 Developers and Alis under the Policy, and Developers' obligations, if any, to defend and
 22 indemnify Alis against the Underlying Lawsuit.

23 14. Developers' seeks and is entitled to a declaration of the rights of the parties
 24 pursuant to Fed. R. Civ. P. 57 and 28 U.S.C. § 2201.

15 15. Developers' seeks a legal determination and declaration that it has no duty to

1 defend or indemnify Alis under the terms, conditions, exclusions and endorsements contained in
2 the Policy, and pursuant to law in relation to the Underlying Lawsuit.

3 16. A declaratory judgment is both necessary and proper at this time and does not
4 prejudice Alis in the Underlying Lawsuit. Such a declaration is necessary and appropriate in
5 order for the parties, and each of them, to ascertain their rights and duties under the Policy.

6 DEMAND FOR JUDGMENT

7 Therefore, Developers demands that judgment be entered declaring that Developers does
8 not owe any duty to defend or indemnify Alis against the claims asserted in the Underlying
9 Lawsuit, awarding Developers costs and expenses, and any other relief the Court deems
10 appropriate.

Dated this 5th day of May, 2017.

11 SMITH FREED EBERHARD P.C.

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